United Nations

AT

Administrative Tribunal

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LIMITED

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20 November 1998

ORIGINAL: ENGLISH

ADMINISTRATIVE TRIBUNAL

Judgement No. 911

Case No. 1007: SHARSHARA

Against: The Commissioner-General of the United Nations Relief and Works Agency for Palestine Refugees in the Near East

THE ADMINISTRATIVE TRIBUNAL OF THE UNITED NATIONS,

Composed of Mr. Hubert Thierry, President; Mr. Julio Barboza; Mr. Victor Yenyi Olungu;

Whereas, on 12 February 1998, I'tidal Mohammed Qaddoura Sharshara, the widow of Mohammed Mohyddin Sharshara, a former staff member of the United Nations Relief and Works Agency for Palestine Refugees in the Near East (hereinafter referred to as UNRWA or the Agency), filed an application requesting the Tribunal:

"[To order:]

a. Rescission of the Commissioner-General's decision, and (...) payment of the unpaid [16]% representing a balance of the 200% of annual salary [to which the] Applicant is entitled as a separation benefit, in US $ at the rate made available for the 84% of the respective indemnity, plus interest.

b. Payment of US$ 200 as counseling and secretarial fees."

Whereas the Respondent filed his answer on 21 June 1998;

Whereas the Applicant filed written observations on 31 July 1998;

Whereas, on 28 October 1998, the Tribunal put questions to the Respondent, to which he provided answers on 5 November 1998;

Whereas, on 10 November 1998, the Applicant submitted comments on the Respondent's submission of 5 November;

Whereas the facts in the case are as follows:

The Applicant's late husband (hereinafter the Applicant's "husband") entered the service of UNRWA on 2 February 1973, as an area staff member, as a Driver at the grade 5 level, in the Syrian Arab Republic (SAR).

On 15 April 1992, the Applicant's husband broke his wrist during the performance of his official duties. On 16 December 1992, a Medical Board examined the Applicant's husband and concluded that "the staff member is unfit for further services with the Agency as a Driver. He has developed permanent disability assessed [at] 16% of [the] whole man." On 20 December 1992, the Field Health Officer concurred in the conclusions of the Medical Board.

On 27 January 1993, the Legal Consultant, SAR, advised the Field Personnel Officer, SAR, that "the compensation due [w]as a lumpsum for impairment of 16% of the whole body". In accordance with Syrian Social Security Law No. 92 of 6 April 1959, the amount due was 67,357.62 Syrian pounds (SYP) (hereinafter the "Service Accident Compensation").

On 26 April 1993, the Field Personnel Officer advised the Applicant's husband that "the Medical Board which examined [him] on 16 December 1992 ... concluded that [he was] 'unfit for further service with the Agency', [and] therefore, [his] services [would] be terminated for health reasons under the provisions of area staff rule 109.7, para. 5(C)." Also on 26 April 1993, the Assistant Field Personnel Officer requested the Field Finance Officer to effect payment to the Applicant's husband of the Service Accident Compensation

of SYP 67,357.62 and to have him sign a Release of Liability. On 29 April 1993, a cheque in that amount was prepared for the Applicant's husband. However, he did not accept the cheque. Rather, on 13 May 1993, he wrote to the Director of UNRWA Affairs, SAR, acknowledging his receipt of a request "to sign a letter releasing the Agency of the consequences of the heart problem which I still suffer from." He enclosed a copy of his cardiologist's report and requested that the Medical Board's assessment be reviewed or that a new Medical Board be convened to include a cardiologist.

On 18 July 1993, the Applicant's husband lodged an appeal with the Joint Appeals Board (JAB), requesting a reexamination of the percentage of his permanent disability determined by the Medical Board. He further requested payment of his Separation Benefits in US dollars at the rate of exchange on the date of his accident rather than on the date of his separation from service.

The Applicant's husband separated from service on 10 October 1993. On 15 February 1994, the Field Administration Officer acknowledged his receipt of letters from the Applicant's husband disputing the Agency's determination of his disability percentage. The Field Administration Officer noted that the Applicant's husband had refused to sign a Release of Liability, the condition placed on the payment of the Service Accident Compensation, in accordance with personnel directive A/6, Part Three, paragraph 9.

After the Applicant's husband died, in May 1994, his widow continued his appeal.

In September 1994, the Applicant requested and received payment of her husband's Separation Benefits, converted from Syrian pounds into US dollars using UNRWA's Operational Rate of Exchange. These payments included a Disability Benefit, which, pursuant to staff rule 109.7, consisted of 200 per cent of the Applicant's husband's final annual salary, less the Service Accident Compensation (SYP 67,357.62).

On 5 November 1995, the Field Administration Officer wrote to the counsel for the Applicant and advised that the Service Accident Compensation (SYP 67,357.62) was

available for collection and that the Applicant would be required to sign a receipt for this sum.

On 26 July 1996, the Tribunal issued Judgement No. 768, Sharshara. The Tribunal ruled that while it could not substitute an opinion for that of the Medical Board as to the percentage of the Applicant's husband's permanent disability, it had found that the Medical Board's procedures had denied the Applicant's husband due process. The Tribunal ordered the Respondent to pay US$5,000 to the Applicant's husband's estate. The Tribunal held that the Respondent properly used the SYP-US dollar exchange rate in effect on the date of separation for the calculation of the Applicant's husband's Separation Benefits, in accordance with the Area Staff Regulations and Rules.

On 20 November 1996, counsel for the Applicant wrote to the Field Administration Officer stating that the Applicant "relinquishes the compensation of [SYP] 67,357.62, in which case she becomes eligible for the balance of the 200 per cent of the ending salary of her husband, which is payable in the manner the 184 per cent was paid, under the terms of area staff rules 109.7.2(B) and 109.7.5(C)."

On 12 January 1997, the Field Administration Officer wrote to the Applicant and advised her that in compliance with the Tribunal's Judgement No. 768, "the Agency retenders the previously offered amount of SYP 67,357.62, and will in addition to that pay [the Applicant] an amount of 5,000 US dollars."

On 17 March 1997, counsel for the Applicant wrote to the Field Administration Officer, stating that his letter of 20 November 1996 "remained without answer or action." In response, on 27 March 1997, the Field Administration Officer sent the Applicant's counsel a copy of the letter dated 12 January 1997, that he had sent to the Applicant.

On 31 March 1997, counsel for the Applicant wrote to the Field Administration Officer, advising him that the Applicant relinquished the "disability benefit" and claimed the "balance of the Separation Benefits in the currency the major part of the indemnity was paid plus interest." He further stated that these requests were "irrelevant to Judgement No. 768 [or the] pleas of the case."

On 17 April 1997, the Applicant lodged an appeal with the Joint Appeals Board (JAB).

The JAB adopted its report on 7 October 1997. Its evaluation and recommendation read as follows:

> "5. In its deliberations, the Board dwelt on the preliminary issue of receivability and declared the case not receivable based on the fact that there was a clear non-observance of the procedures for submitting appeals to the Joint Appeals Board.
>
> **III. RECOMMENDATION**
>
> 6. In view of the foregoing, and without prejudice to any further oral or written submissions ..., the Board unanimously makes its recommendation to dismiss the case."

On 3 November 1997, the Commissioner-General transmitted to the Applicant a copy of the JAB report and informed her as follows:

> "... I have carefully reviewed the Board's report.
>
> The Board declared your appeal not to be receivable because there was a clear non-observance of the procedures for submitting appeals to the Board. Accordingly, it recommended that the appeal be dismissed. I agree with the Board's conclusion and recommendation. Your appeal is dismissed."

On 12 February 1998, the Applicant filed with the Tribunal the application referred to earlier.

Whereas the Applicant's principal contentions are:

1. The appeal is receivable because the case remained active until Judgement No. 768 was rendered.

2. The Applicant requested review of the administrative decision not to pay the Applicant the full 200 per cent of her husband's salary as Disability Benefit, by letter from her counsel to the Field Administration Officer, dated 17 March 1997, a copy of which was also sent to the Commissioner-General.

3. The Applicant's husband was entitled to received 200 per cent of his final annual salary upon separation, but the Respondent paid less than that amount by paying part of that compensation in Syrian pounds, rather than in US dollars.

Whereas the Respondent's principal contentions are:

1. The application is not receivable by the Tribunal, because administrative review was not sought and because the appeal was not submitted in time.

2. Service Accident Compensation is payable in Syrian pounds.

3. The Applicant's argument that the Respondent under-compensated her was not raised before the JAB and thus cannot be considered by the Tribunal.

The Tribunal, having deliberated from 3 to 20 November 1998, now pronounces the following judgement:

I. The Applicant seeks rescission of the decision to pay the Applicant compensation for a service-incurred injury (hereinafter referred to as the "Service Accident Compensation") in Syrian pounds (SYP) rather than in US dollars. The Service Accident Compensation was assessed by a medical board for an injury suffered by the Applicant's late husband (hereinafter the Applicant's "husband") in the amount of SYP 67,357.62, which represented a 16 per cent loss of function of the whole person. The Applicant asserts that she rejected the profferred payment of her husband's Service Accident Compensation because the Respondent insisted on paying that benefit in Syrian pounds, rather than in the same currency that her

husband's termination indemnity was paid, i.e., in US dollars. The termination indemnity, in this case, included a "Disability Benefit", which, in accordance with area staff rule 109.7, paragraph 5(c), was equal to 200 per cent of the Applicant's husband annual salary, "reduced by the amount of [the Service Accident Compensation]". Under that provision, "the staff member's entitlement ... shall consist only of such part of the disability benefit as remains after this reduction." The Applicant argues that, having renounced that Service Accident Compensation, she should have received a full termination indemnity, namely 200 per cent of her husband's annual salary, payable in full in US dollars, and that no reduction should have been made for the Service Accident Compensation because it had not been paid.

II. The first issue in this case is whether the appeal was receivable by the Joint Appeals Board (JAB). The JAB declared the appeal non-receivable, vaguely referring to the Applicant's "clear non-observance of the procedures for submitting appeals to the [JAB]". That conclusion may have been based on the Respondent's arguments that the Applicant's appeal was time-barred and that the Applicant's husband never requested administrative review of the contested decision before the Applicant lodged an appeal with the JAB. The Respondent accepted the conclusions of the JAB and dismissed the appeal. The Respondent continues to maintain his position that the appeal was non-receivable by the JAB and thus cannot be considered by the Tribunal.

III. The Tribunal finds that the issue of whether the Service Accident Compensation is payable in Syrian pounds arose in 1993, either at the time that payment was first tendered to the Applicant's husband, or at the latest, when the Applicant's husband received his termination indemnity. The Tribunal finds, however, that the pleas in this case are not time-barred to the extent that they flow from an apparent confusion as to the proper implementation of the Tribunal's order in Judgement No. 768, Sharshara (1996). The Tribunal therefore notes that the Applicant should not have appealed these issues to the JAB, but rather should have

addressed herself in the first instance to the Tribunal, in order to request interpretation of Judgement No. 768.

Under these circumstances, the Tribunal will treat this Application as a request for interpretation of Judgement No. 768. (Cf. Judgements No. 893, Thiam (1998); No. 366, Sabatier (1986); No. 61, Crawford et al. (1955)). The Tribunal will address the merits of the application, as they require no more than a clarification of the terms of that prior judgement.

IV. In her prior application, the Applicant claimed that the assessment of Service Accident Compensation made by the Medical Board was erroneous, because her husband was entitled to a finding of 100 per cent loss of function of the whole person and because the Board's procedure was flawed. She also requested that the US dollar/Syrian pound exchange rate prevailing at the time of her husband's service-incurred injury be used to calculate the termination benefits to which her husband had been entitled. The Tribunal awarded damages in the amount of US$5,000.00 to the estate of the Applicant's husband, for flaws in the Medical Board's procedure, but rejected all other pleas. The Tribunal made a specific determination that the termination benefits were properly paid in US dollars at the exchange rate in effect on the date of termination, not on the date of the accident.

V. Although the Tribunal acknowledged that termination benefits are payable in US dollars, and although it awarded damages in US dollars for flaws in the procedure for determining the Service Accident Compensation, it made no finding that the Service Accident Compensation itself was to be paid in US dollars. The Tribunal notes that under area staff rule 106.4, the amount of compensation for injury attributable to service is determined by reference to worker's compensation and labour law in the Syrian Arab Republic, and is based on the salary, paid in Syrian pounds, of the injured staff member. Indeed, the Applicant does not argue that the Service Accident Compensation is payable in US dollars. Rather, she argues that because she rejected the Service Accident Compensation, the Respondent cannot

justify subtracting that amount from the termination indemnity. She claims that the Respondent therefore must pay that full indemnity, i.e. 200 per cent of her husband's salary, in US dollars, without deducting SYP 67,357.62. The Tribunal finds that the Applicant cannot reject the Service Accident Compensation in the hope of obtaining a larger termination indemnity, based on a more favourable US dollar-Syrian pound exchange rate.

VI. For the foregoing reasons, the Tribunal:

1. Orders the Respondent to pay to the Applicant the Service Accident Compensation owed to her late husband, in the amount of SYP 67,357.62; and

2. Rejects all other pleas.

(Signatures)

Hubert THIERRY
President

Julio BARBOZA
Member

Victor YENYI OLUNGU
Member

New York, 20 November 1998

R. Maria VICIEN MILBURN
Executive Secretary

Nations

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ORIGINAL: ENGLISH

ADMINISTRATIVE TRIBUNAL

Judgement No. 912

Case No. 1011: DANNAN

Against: The Commissioner-General of the United Nations Relief and Works Agency for Palestine Refugees in the Near East

THE ADMINISTRATIVE TRIBUNAL OF THE UNITED NATIONS,

Composed of Mr. Hubert Thierry, President; Mr. Chittharanjan Felix Amerasinghe; Mr. Kevin Haugh;

Whereas, on 20 August and 25 November 1997, Mohammed Dannan, a staff member of the United Nations Relief and Works Agency for Palestine Refugees in the Near East (hereinafter referred to as UNRWA or the Agency), filed an application that did not fulfil all the formal requirements of article 7 of the Rules of the Tribunal;

Whereas, on 23 February 1998, the Applicant, after making the necessary corrections, again filed an application, requesting the Tribunal:

> "To [order] UNRWA to reassign me immediately [to a] grade (13) post, and to pay me the appropriate compensation ... [for the] period ... when I still occupy a grade (10) post ... for more than four years ..."

Whereas the Respondent filed his answer on 30 July 1998;

Whereas the Applicant filed written observations on 21 September 1998;

Whereas, on 29 October 1998, the Tribunal put questions to the Respondent, to which he provided answers on 5 November 1998;

Whereas the facts in the case are as follows:

The Applicant entered the service of the Agency on 11 January 1984, on a temporary assistance basis as Senior Clerk, at the grade 8 level, in the Field Finance Department, Syrian Arab Republic (SAR). On 1 September 1984, he received an area temporary indefinite appointment in the same post. On 1 April 1985, the Applicant was transferred to the post of Claims Assistant "C". On 13 July 1985, the Applicant was appointed, in an acting capacity, as Budget Assistant B, to which post he was transferred, at the grade 10 level, on 1 November 1985. His appointment was terminated on 15 June 1986. On 1 June 1988, the Applicant re-entered the service of the Agency, as Accountant "A", at the grade 11 level, in the Field Finance Department. He was transferred to the post of Claims Assistant "A" in the same department on 17 September 1989. On 1 September 1990, the Applicant's post was reclassified to Claims Examination Officer, at the grade 13 level, and the Applicant was promoted to the full grade of the post.

On 9 June 1993, the Field Administration Officer, SAR, informed the Applicant that "[t]he audit report on internal control procedures in the SAR Finance Office has confirmed some problems in your work", and that his transfer to the post of Administrative Assistant, Education Department, had been approved with effect from 1 June 1993. Although the post was classified at the grade 10 level, the Applicant maintained his grade 13 status. On 23 June 1993, the Applicant protested his transfer to a lower grade post, in writing, to the Director of UNRWA Affairs, SAR, noting that he had never been informed of problems with his work and that his periodic reports consistently ranged from "Very Good" to "Outstanding". The Applicant requested the Director of UNRWA Affairs to transfer him to another post at the grade 13 level and to amend the letter of transfer to read that the transfer was made on a rotation basis and not based on problems with the Applicant's work.

On 7 July 1993, the Director of UNRWA Affairs replied as follows:

> "In response to your letter of 23 June 1993, the Audit Office recommended the rotation of a number of staff members including yourself. These rotations would have been made to posts of equal grade had posts of equal grade been available. Your rotation to a lower-graded post with full grade protection was simply because another post at grade 13 was not available.
>
> In accordance with normal Agency policy with regard to staff members with grade protection, you will be considered for reassignment when an appropriate post at a higher grade becomes available."

On 28 September 1994, the Applicant requested the Director of UNRWA Affairs to transfer him to the vacant grade 13 post of Income Generation Officer. On 5 October 1994, the Officer-in-Charge, Personnel Division, informed the Applicant that the Department of Relief & Social Services "has no intention of filling [that] post now."

On 19 July 1995, the Applicant requested the Officer-in-Charge, UNRWA Affairs, SAR, to transfer him to the vacant grade 13 post of "Field Administration Services Officer". On 22 July 1995, the Officer-in-Charge, Personnel Division, wrote to the Field Administration Officer, referring to the Applicant's request for a transfer and noting as follows: "I have a feeling he would make a good FASO. I suggest that we interview him ... and then decide."

On 6 August 1995, the Officer-in-Charge, Personnel Division, informed the Applicant that "it [had] been decided to advertise the post internally to give the chance to other staff members to compete for it" and that, therefore, the Applicant's request for direct transfer was not approved. The Officer-in-Charge, Personnel Division, stated, "Feel free to apply for the post, and your application shall be considered together with other applications on a basis of fair competition ..."

On 21 August 1995, the Applicant lodged an appeal with the Joint Appeals Board (JAB) against the decision not to reassign him to a grade 13 post.

On 12 November 1995, the Applicant requested the Officer-in-Charge, UNRWA Affairs, to add his name to the candidate list for the vacant post of Deputy Field Finance Officer. On the same date, the Officer-in-Charge informed the Chief, Field Education Programme, that because the Applicant's "rotation from the Finance Department was due to a recommendation of Internal Audit ... [h]e should be transferred to a department other than Finance." He added that he would place the Applicant's name on the candidate list.

The JAB adopted its report on 14 April 1997. Its evaluation and recommendation read, in part, as follows:

> "**III. EVALUATION**
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> ...
>
> (b) The Board notes that the Appellant failed to produce any evidence that his transfer was capricious or arbitrary; he only claims that he has been treated unjustly and that the transfer has had a bad effect on his spirits and morale for more than two years. ...
>
> (c) In this context, the Board could not establish that the Administration's decision appealed against has been motivated by prejudice against the Appellant and resolved that the Administration has acted within the framework of standing rules.
>
> **IV. RECOMMENDATION**
>
> 14. In view of the foregoing and without prejudice to any further oral or written submission ..., the Board unanimously makes its recommendation to uphold the Administration's decision and that the case be dismissed.
>
> However, the Board is of the opinion that the Appellant should be considered [for] reassignment when an appropriate post at a higher grade becomes available."

On 29 May 1997, the Commissioner-General transmitted a copy of the JAB report to the Applicant and informed him as follows:

"... I have carefully reviewed the Board's report and noted its conclusions. The Board recognized the Administration's managerial discretion to transfer staff members and noted that you had not produced evidence to impugn his initial transfer in 1993. Further, the Board opined that, provided the Administration's discretion in relation to evaluating the competing merits of staff members for vacant posts had been exercised without prejudice or other extraneous matters, it was beyond (...) the Board's jurisdiction to interfere with that discretion. In the absence of any prejudice or any other extraneous factors, the Board recommended that your appeal be dismissed.

I agree with the Board's conclusions and accordingly I dismiss your appeal."

On 23 February 1998, the Applicant filed with the Tribunal the application referred to earlier.

Whereas the Applicant's principal contentions are:

1. The Respondent should have reassigned the Applicant to one of the grade 13 posts that had become available, or to the grade 16 post of Deputy Field Finance Officer.

2. The Applicant did not receive advance notice of the change in the composition of the JAB. The new member was not given sufficient time to familiarize himself with the case before the hearing date.

Whereas the Respondent's principal contentions are:

1. The Respondent complied with t' e Staff Rules and properly exercised his discretion to transfer the Applicant to another post in the interest of the Agency.

2. The Applicant failed to show any improper motive or abuse in the Respondent's exercise of discretion.

3. The Applicant failed to show that the change in composition of the JAB prejudiced his appeal.

The Tribunal, having deliberated from 30 October to 20 November 1998, now pronounces the following judgement:

I. The Applicant was transferred on 9 June 1993, from the grade 13 position of Claims Examination Officer in the Field Finance Department of UNRWA to the grade 10 position of Administrative Assistant, Education Department, with salary protection at the level of grade 13.

The stated reason for the transfer was that "the audit report on internal control procedures in the SAR Finance Office has confirmed some problems in your work". The Tribunal has considered the audit report and cannot identify therefrom any allegation or finding that the Applicant had been experiencing problems in his work, or any other matter that would warrant criticism. As a result of a protest and representations made by the Applicant, the reasons earlier advanced were withdrawn, and the record was amended to show that the transfer was "on rotation." Since then, the Applicant was maintained in a grade 10 post until 1 November 1998, when he was transferred to the post of Administrative Officer (grade 12) in the Department of Relief and Social Services. He has not yet been reassigned to a grade 13 post.

II. The Applicant claims that he is entitled to:

(i) Compensation for being deprived of an opportunity to be promoted to a grade 16 post;

(ii) Compensation for the psychological harm suffered by being transferred to a lower grade post; and

(iii) Reassignment to a grade 13 post.

III. The Respondent rightly argues that the first claim above was not made before the internal review bodies, including the Joint Appeals Board (JAB). For this reason, the

Tribunal decides that the claim is not receivable, as the Applicant did not exhaust internal remedies.

IV. The other claims merit careful examination.

According to answers to questions put by the Tribunal, the Respondent has stated that since the time of the Applicant's transfer out of his grade 13 post, eight vacancies for grade 13 posts have become available, of which six have been filled. According to UNRWA PD/A/4, Part II, paragraph 8.5:

> "For vacancies advertised internally, priority shall be given in accordance with the following order:
>
> First Priority: Fully qualified redundant staff member.
> Second Priority: Fully qualified staff member with grade protection.
> Third Priority: Fully qualified staff member."

On two separate occasions, in 1993 and in 1995, the Applicant submitted his request to the Agency to transfer him to vacant grade 13 posts, those of Income Generation Officer and Field Administrative Services Officer. As to the first request, he was informed by the Officer-in-Charge, Personnel Division, that "the Department of Relief & Social Services ... has no intention of filling the said post [of Income Generation Officer] now." As to his second request, the Officer-in-Charge, Personnel Division, informed the Applicant that "it has been decided to advertise this post internally" and that therefore the "request for direct transfer is not approved." The Officer-in-Charge further stated, "Please feel free to apply for this post, and your application shall be considered ... on the basis of fair competition." The Applicant appears not to have followed up by applying for that post.

In relation to the Applicant's efforts to be restored to a grade 13 post, the Respondent has contested the Applicant's claims on the grounds, inter alia, that he does not possess the necessary qualifications and that because he was transferred out of Finance, he should not be allowed to return. The Tribunal has difficulty in understanding the Respondent's attitude, for

several reasons. First, the Applicant is a person transferred from Finance "on rotation". This can not be a ground for precluding his return to that department. Second, in relation to his qualifications, there is issue between the parties as to whether his degree is properly called an "Accountancy" degree or a degree in "Business and Economics". The Tribunal does not understand why this disagreement has not been definitively resolved. Third, the Respondent does not show a willingness to grant him in any meaningful way his entitlement to priority treatment. Furthermore, it is not clear to the Tribunal that subsequent efforts to place the Applicant in a grade 13 position were not influenced in some way by the questions raised at the time of his transfer relating to his conduct.

V. The failure by the Administration to place him in a grade 13 post was characterized by arbitrariness. He was only considered for one grade 13 post for which he was found unqualified, and he did not formally apply for another grade 13 post for which he had been invited to apply. Be that as it may, the Tribunal is not satisfied that the Administration made bona fide efforts to transfer him to a grade 13 post. The Agency's rules require the Agency to give priority to staff members transferred with grade protection in the filling of vacancies. The Administration failed to grant the Applicant the priority to which he was entitled.

VI. The treatment accorded to the Applicant since his transfer to a grade 10 post, while not tainted by any proven prejudice has, nevertheless, been characterized by irregularities which make it arbitrary and constitute an abuse of discretion. For this, the Applicant must be compensated. Moreover, the Administration must make every effort to place him in a grade 13 post as soon as possible.

VII. The Applicant also claims that there was a procedural irregularity in his not being informed of a change in the composition of the JAB. This failure resulted from the sudden inability of two original appointees to serve and not from any bad faith on the part of the

Respondent. This irregularity was not of an essential nature. It did not cause the Applicant hardship or harm and is not compensable.

VIII. For the foregoing reasons, the Tribunal orders that:

(i) The Applicant be compensated in the amount of two months net base salary at the rate in effect on the date of this judgement;

(ii) The Respondent make every effort to place the Applicant as soon as possible in a grade 13 post; and

(iii) All other pleas are rejected.

(Signatures)

Hubert THIERRY
President

Chittharanjan Felix AMERASINGHE
Member

Kevin HAUGH
Member

New York, 20 November 1998

R. Maria VICIEN MILBURN
Executive Secretary